

A G R E E M E N T
by and between
CITY OF MONROE, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Law Enforcement Sergeants and Lieutenants)

January 01, 2017 through December 31, 2019

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THIS AGREEMENT is by and between the CITY OF MONROE, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

ARTICLE 1 **RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION**

- 1.1 **Recognition** – The Employer recognizes the Union as the exclusive bargaining representative for all full-time commissioned Sergeants of the City of Monroe Police Department, excluding law enforcement officers, confidential employees and non-commissioned employees.
- 1.1.1 "Full-time employee" shall mean an individual performing bargaining unit work in a position that entails more than seventy (70) hours per month for more than five (5) months in any twelve (12) month period.
- 1.2 **Union Membership** - It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing and those who are not members in good standing on the effective date of this Agreement, shall on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.
- 1.2.1 The right of non-association of employees based on bona fide religious tenets or teachings of a church or religious body of which an employee is a member shall be recognized. Such employee shall pay an amount of money equivalent to regular Union dues and initiation fee to a non-religious charity mutually agreed upon by the employee and the Union. The employee shall furnish written proof each month that such payment has been made or initiate and maintain a payroll deduction with the Employer, and the Employer shall ensure that the organization of choice is paid.
- 1.3 **Payroll Deduction** - The Employer shall deduct from the pay check of each employee who has so authorized it the regular initiation fee, and any delinquent regular initiation fee, and regular monthly dues, and any delinquent regular monthly dues, uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee on request. The performance of this function is recognized as a service to the Union by the Employer.
- 1.4 Employees will receive their paycheck on the seventh (7th) of each month. If the 7th of the month falls on a weekend or a Monday holiday, the employee will be paid on the preceding Friday. The Employer may in the future move to a system of more frequent payroll cycles, such as a biweekly payroll cycle. In the event the Employer does move to a more frequent

payroll cycle, the Employer agrees to give the Union and the employees at least ninety (90) days' notice in writing.

1.5 **Union Officials Time-Off** - A Union Official who is an employee in the bargaining unit (Shop Steward and/or member of the negotiating committee) may be granted time off while conducting business vital to the employees in the bargaining unit, provided:

1.5.1 They notify the Employer in writing at least forty-eight (48) hours prior to the time-off period;

1.5.2 The Employer is able to properly staff the employee's job duties during the time-off period;

1.5.3 The wage cost to the Employer is no greater than the cost that would have been incurred had the employee not taken time-off; and

1.5.4 Employees shall not transact Union business while working on shift that in any way interferes with the operation or normal routine of any department.

1.6 **Union Notification** - Within seven (7) days from the date of hire of a new employee, the Employer shall forward to the Union the name, address, telephone number and Social Security number of the new employee. The Employer shall promptly notify the Union of all employees leaving its employment.

1.7 **Bulletin Boards and Email** - The Employer shall provide space for a Union bulletin board in the Police Department lunchroom, which is frequented by all employees within the bargaining unit. The Union may use Department email for purposes of conducting Union business with the City (e.g. meeting notifications and requests for representation meetings involving the Employer). The parties understand and acknowledge that any emails sent on the City's system are subject to public disclosure.

ARTICLE 2 HOURS OF WORK, OVERTIME, CALLBACK AND STANDBY

2.1 **Hours of Work** - The normal work day for employees shall be twelve (12) consecutive hours, including breaks and meal periods. The normal shift schedules shall provide for a three (3) day on-duty and three (3) day off-duty work cycle; provided however, each employee shall be credited, each month, with eight (8) hours additional compensatory time pay at the straight-time rate, which shall be paid the last day of May and the last day of November.

2.1.1 Should either party elect to change to a work schedule other than three (3) consecutive twelve (12) hour days on-duty followed by three (3) consecutive twenty-four (24) hour days off-duty, Article 5 and Appendix "A" of this Agreement shall be open and subject to negotiation. Notice of intent to elect to change a work schedule shall be provided in writing not less than four (4) weeks prior to the effective date of a proposed schedule revision.

2.1.2 By mutual agreement between the employee and the Employer, an employee's shift schedule may be other than set forth within Section 2.1.

2.1.3 The policy of bidding for shift assignments on a seniority basis shall be recognized subject to approval of the Chief of Police. The City reserves the right to revise shift assignments in order to provide training, expose employees to different working environments, and as necessary to meet emergency operational situations. Shift assignment changes must be based on valid operational needs of the Department. In the event there is a shift change, the affected employee shall be given at least a thirty (30) calendar day notice.

2.2 **Work Period** - The FLSA work period for Sergeants shall be twenty-eight (28) days for employees not assigned to work twelve (12) hour shifts and twenty-four (24) days for employees assigned to work twelve (12) hour shifts.

- 2.3 **Overtime** – A Sergeant working a 3/12 shift schedule shall be compensated at one and one-half (1-1/2) times the regular rate of pay when working in excess of twelve (12) hours in one (1) day or one hundred forty-four (144) hours in a twenty-four (24-) day period. A Sergeant working a 4/10 shift schedule shall be compensated one and one-half (1-1/2) times the regular rate of pay when working in excess of ten (10) hours in one (1) day or one hundred sixty (160) hours in a twenty-eight (28) day work period.
- 2.3.1 Use of sick leave, vacation leave, holiday leave, or compensatory time shall constitute time worked for the purposes of calculating overtime.
- 2.3.2 Overtime should be authorized by the department supervisor and subsequently approved in writing, except in emergency situations.
- 2.3.3 Sergeants will be paid overtime for hours worked in excess of the scheduled number of work hours in the employee's normal shift schedule, including mandatory Department training and meetings, unless the Sergeant is given fourteen (14) days' notice, in which case overtime for hours worked will be paid pursuant to the FLSA overtime threshold.
- 2.4 **Compensatory Time** - In lieu of overtime pay, compensatory time-off may be accrued at the request of the employee. Scheduling of compensatory time-off shall be subject to approval of the employee's supervisor. Compensatory time-off shall be taken at the rate of one and one-half (1-1/2) times the hours worked.
- 2.4.1 At any time, each employee may opt to receive cash reimbursement for any unused compensatory time accrued.
- 2.4.2 All compensatory time accrued and not used or cleared by cash settlement shall be carried over as accrued compensatory time. Notwithstanding the foregoing, in May and November of each year, the Employer at its sole discretion may buy out an employee's unused accrued compensatory time down to sixty (60) hours.
- 2.5 **Callback** - Employees ordered to report back to duty after going home after their regular shift, or called on their day off, including time required to be spent in Court, either as a witness or in assistance on another employee's case, shall be guaranteed three (3) hours at one and one-half (1-1/2) times the employee's regular straight-time rate of pay, either in pay or compensatory time as the employee indicates, subject to approval by the department.
- 2.6 **Stand-by Duty** - An off duty employee who is notified that they are on Stand-by Duty, (i.e., is required to be available by telephone or pager, and be available to respond to their work station within thirty (30) minutes after being requested to do so) shall receive Stand-by Duty allowance. Stand-by Duty shall be authorized only by the Chief or the Chief's designee. When Stand-by Duty is ordered, that employee shall receive two (2) hours of compensatory time for every twelve (12) hours of Stand-by Duty. If the employee is called into work, they shall be compensated as a normal callout for duty in accordance with Section 2.5.
- 2.7 **Temporary Vacancy/Higher Classification** - When the Operations Commander is away for more than five (5) business days (Monday through Friday etc.) a Sergeant will be placed in the acting Operations Commander position. The Sergeant will be chosen by the Chief or designee and compensated at a Commander's salary that is at a salary step that is equal to (i.e. the same as) the salary step the Sergeant is currently paid. In other words, if the Sergeant receives a salary at step B, when serving as an acting operations commander they would receive Commander pay at step B Commander wage.
- 2.8 **Unit Work Preservation** – If the on duty Patrol Sergeant is absent and staffing levels fall below minimums overtime shall be offered to another Sergeant, pursuant to the overtime roster. Only if a Sergeant is unavailable may the shift be assigned to an Officer.

ARTICLE 3 WAGES

3.1 The monthly rates of pay for employees covered by this Agreement shall be as set forth in Appendix "A" to this Agreement which by this reference shall be incorporated herein as if set forth in full. Should it become necessary to establish a new job classification within the bargaining unit during the term of the Agreement, the Employer may designate a job classification title and salary for the classification. Any new classification and salary shall be negotiated prior to implementation.

3.2 Longevity – See Appendix "A"

3.3 Education Pay – See Appendix "A"

3.4 Deferred Compensation – See Appendix "A"

ARTICLE 4 LEAVES

4.1 Vacation/Holiday - Holidays as such shall not be recognized in police service for the Employer. Employees shall receive vacation and "vacation in lieu of holiday benefits" according to the following schedule: (Payroll Administration)

Years of Continuous Service	Vacation Hours (per year)	Vacation Hours (per month)	Vacation in Lieu of Holidays (Hours)	Vacation in Lieu of Overtime (Hours)	Total Hours
1 st – 4 th	104	8.67	88	24	216
5 th – 7 th	136	11.33	88	24	248
8 th – 9 th	144	12.00	88	24	256
10 th – 14 th	152	12.67	88	24	264
15	160	13.33	88	24	272
16	168	14.00	88	24	280
17	176	14.67	88	24	288
18	184	15.33	88	24	296
19	192	16.00	88	24	304
20	200	16.66	88	24	312
21+	208	17.33	88	24	320

4.1.1 Carry-Over - An employee may carry over to the following year a maximum of two hundred forty (240) hours. With approval of the Mayor, an employee may carry over more than two hundred forty (240) hours. All other vacation time not taken during the year of entitlement of each year shall be forfeited.

4.1.2 Upon the effective date of termination of an employee's employment, such employee shall thereupon cease to be an employee of the Employer. Such employee shall thereupon be entitled to a sum of money equal to their current rate of pay for any earned vacation leave.

4.1.3 Once an employee has given notice of his/her intent to terminate employment with the City, vacation may not be scheduled and/or taken in lieu of working the last two (2) weeks of employment, unless approved by the Department Director. The effective date of a termination shall be considered to be the last actual day the employee worked.

4.2 Sick Leave – Full-time employees shall accrue sick leave – at the rate of eight (8) hours for each calendar month of service.

4.2.1 Newly hired employees shall be credited with a bank of ninety-six (96) hours and shall not

accumulate any additional sick days until completion of one year of employment.

- 4.2.2 Sick leave may accumulate until claimed and used. Sick leave that is used by an employee shall be deducted from their accumulated sick leave time.
- 4.2.3 Employees who use ten (10) hours or less of sick leave (including protected leave) during a calendar year (January – December) shall be granted a bonus day off during the succeeding calendar year. For such employees, ten (10) hours shall be added to the employees' vacation leave bank on January 1st. It is the responsibility of the employee to notify Human Resources if they have used less than ten (10) hours in any calendar year. The employee must contact Human Resources by March 1st to be eligible to receive their ten (10) hour bonus.
- 4.2.4 In the event an employee shall be entitled to benefits or payments under any program of disability insurance furnished by the Employer, Workers' Compensation Act, or other similar legislation of the State of Washington, or any other government unit, the Employer shall pay only the difference between the benefits and payments received under such insurance or act by such employee and their regular rate of compensation that they would have received from the Employer if able to work. The foregoing payment or contribution by the Employer shall be limited to the period of time that such employee has accumulated sick leave credits as here and above specified.
- 4.2.5 LEOFF II employee is entitled to Workers' Compensation benefits; the employee shall also be provided a wage supplement as per state law and city policy.
- 4.2.6 **Cash Payment Upon Termination** – Upon termination from City employment employees shall be paid a lump sum payment. Employees hired prior to December 12, 2006 shall be based upon three (3) days of pay for each four (4) days of accrued leave at the employee's then current daily pay rate. Employees hired after December 12, 2006 shall be paid based upon two (2) days of pay for each four (4) days of accrued leave at the employee's then current daily pay rate. Provided however, the maximum number of hours of pay shall be eight hundred (800), unless the termination is for just cause. Note: only the first one hundred and ninety-two (192) hours (twenty-four [24] days) of sick leave paid are included in the final calculation for PERS benefits. New employees hired by the City on or after January 1, 2013 who are laid off, retire with twenty (20) years of service with the City, die or are disabled shall be entitled to receive one (1) day of pay for each four (4) days of accrued leave at the employee's then current daily pay rate.
- 4.2.7 Sick leave benefits shall run concurrently with Law Enforcement Officers and Fire Fighters Act (LEOFF) provisions and in no case shall there be a duplication of benefits that would exceed the maximum(s) outlined by the LEOFF Act. No sick leave shall be accrued during disability leave.
- 4.2.8 Approved grounds for use of sick leave shall be:
- 4.2.8.1 Doctor's or dentist's appointments (supervisors may ask that the employee reschedule doctor appointments, if the request would create hardship to the department);
 - 4.2.8.2 Employee's own illness, physical incapacity or quarantine;
 - 4.2.8.3 Care of a child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision; (child shall mean a biological, adopted, or foster child, a stepchild, a legal and, or a child of a person standing in loco parentis).

- 4.2.8.4 Care of a spouse, registered domestic partner, parent, grandparent, parent-in-law, or member of the immediate family as defined in Section 4.3 below for whom the employee is responsible under a durable power of attorney for health care with a serious health condition or during a health emergency;
 - 4.2.8.5 Forced quarantine of the employee in accordance with State or Community health regulations;
 - 4.2.8.6 When bereavement leave has been exhausted; six (6) additional days may be deducted from the employee's accumulated sick leave bank;
 - 4.2.8.7 Any other situation that would qualify the employee for family medical leave under the Family Medical Leave Act (FMLA).
- 4.2.9 After five (5) continual days of absence, the employee shall provide a written report from the employee's doctor verifying the illness or incapacity. If the period of absence claimed as sick leave does not exceed five (5) days, no doctor's certificate shall be required to accompany the request for approval of sick leave time.
- 4.2.10 Sick leave must first be earned as a result of completed service with the Employer and shall be computed from the employee's first month of employment. The rate of accrual shall be those amounts earned under the applicable ordinance and/or Labor Agreement in effect at the time such benefit was earned. Employees may not take sick leave prior to earning sick leave (negative balances are not permitted). Earned vacation leave (including shared leave) may be taken at any time during a period of sickness after expiration of sick leave. If sick leave and vacation leave are not available, the employee must take any time-off as unpaid.
- 4.2.11 **Donated Sick Leave** – Employees may donate their accumulated sick leave time to other employees who have exhausted all of their leave banks due to qualifying sick leave events as established in 4.2.8, as long as the donating employee retains ninety-six (96) hours of sick leave in their account. Sick leave shall be credited and debited based on the dollar value of the salary of the individual donating the leave and the employee utilizing the leave. Any donated sick leave may not be cashed out by the employee who received the leave. Unused donated sick leave shall be returned to the donating employees on a proportionate basis (based on the dollar value of the donation). The maximum amount of donated leave for an event shall be one thousand and forty (1,040) hours.
- 4.3 **Bereavement Leave** - If an employee suffers a death in the "immediate family," such employee shall be allowed up to three (3) days off with pay. Bereavement leave shall be granted upon approval of the Department Director. "Immediate family" shall be defined as spouse, registered domestic partner, children (step child), parents (step-parents), mother-in-law, father-in-law, siblings (half brothers/sisters and step brothers/sisters) sister-in-law, brother-in-law, grandparents (includes spouse's grandparent), aunt, uncle, niece, nephew, grandchildren (step grandchildren), and one who was a member of the employee's household at the time of the person's death or at the time of the onset of the person's fatal illness. See Section 4.2.8.6 for use of sick leave for additional Bereavement Leave.
- 4.4 **Leave of Absence** - Up to six (6) months leave of absence without pay shall be granted to an employee upon request; provided however, such leave of absence shall not be used for purposes of seeking other employment. Such leave shall be subject to the approval of the Chief of Police and the Mayor. The extension of a second six (6) month leave of absence (or any portion thereof) must be substantiated by exceptional circumstances, and approved by the afore-mentioned authorities.

- 4.5 **Judicial Leave** - An employee who is required to serve on a jury or as a result of official police duties is required to appear before a Court, Legislative Committee, or quasi-judicial body as a witness in response to a subpoena or other directive, shall be authorized leave with pay. When summoned and serving for jury service the Employer may, at its discretion, request that an employee be excused or delayed from jury duty when the employee's absence would adversely affect business needs. The employee is required to report to work at the City following jury selection if not serving as a juror or on days when court is in recess. The employee must complete a Leave of Absence Request form (signed by the employee and supervisor) and attach the Jury Summons.

ARTICLE 5 HEALTH AND WELFARE

- 5.1 See Appendix "A"
- 5.2 **Teamster's Pension Plan** - Western Conference Of Teamsters Pension Trust – Effective January 1, 2017 based on the previous month's hours, the Employer shall pay into the Western Conference of Teamsters Pension Trust (WCTPT) on account of each member of the bargaining unit, seventy-five cents (\$0.75) for each hour compensated. In addition, effective January 1, 2017, the employees shall also contribute one dollar and twenty-five cents (\$1.25) for each compensable hour through a pre-tax payroll diversion. The total contribution paid by the Employer to the Trust is two dollars (\$2.00) for each compensable hour. Effective January 1, 2018, based on the previous month's hours, the Employer shall pay into the Western Conference of Teamsters Pension Trust (WCTPT) on account of each member of the bargaining unit, eighty cents (\$0.80) for each hour compensated for a total contribution paid to the Trust by the Employer of two dollars and five cents (\$2.05) for each hour of compensation. Effective January 1, 2019, based on the previous month's hours, the Employer shall pay into the Western Conference of Teamsters Pension Trust (WCTPT) on account of each member of the bargaining unit, ninety cents (\$0.90) for each hour compensated for a total contribution paid to the Trust by the Employer of two dollars and fifteen cents (\$2.15) for each hour of compensation.
- 5.2.1 The total amount due for each calendar month shall be remitted in a lump sum at the time specified by the Administrator of the Trust Fund. The Employer shall abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the reporting and recording of contribution amounts paid on account of each member of the bargaining unit.
- 5.2.2 Any time during the life of this Agreement the per compensable hour contribution rate set forth within this Agreement may be increased; provided however, any such increase shall have been the result of a majority decision by secret ballot vote held amongst the bargaining unit membership; and provided further, any such increase shall result in a corresponding decrease of like amount in the monthly earnings on a pre-tax basis for all employees covered by this Agreement.
- 5.2.3 Notwithstanding Sections 1.1 and 1.1.1 of the collective bargaining agreement, it is recognized that the hourly contributions required to be paid into the Western Conference of Teamsters Pension Trust on behalf of all bargaining unit employees pursuant to this contract shall also be paid on behalf of any temporary, seasonal or part-time employee for the very first hour of compensation, with a corresponding reduction in the employee's monthly earnings on a pre-tax basis.

ARTICLE 6 EQUIPMENT AND UNIFORMS

- 6.1 **Protective Items** - All protective clothing or protective devices required of employees in the performance of their duties shall be furnished by the Employer and shall remain the property of the Employer. Protective items shall include guns, handcuffs, bulletproof vests, one (1) jump suit, leather goods and other standardized hardware or equipment required for police purposes.
- 6.2 **Quartermaster Program**: All required uniforms and equipment shall be replaced by the City of Monroe upon written approval by the Chief or designee. Sergeants shall submit any uniform or equipment item that is no longer serviceable, for inspection to the Operations Commander, along with a purchase request for replacement. If approved, the Commander shall sign the purchase request. The original purchase request will be forwarded to administrative support and a copy shall be delivered to the supply outlet by the Sergeant when they replace the item. The copy of the purchase request will identify to the supply outlet that billing for the item will be sent to the police department. Any disagreement regarding replacement of a uniform or equipment item shall be forwarded to the Chief for final decision.
- 6.3 **Uniforms and Equipment Items**: Sergeants will refer to Bulletin Number: GEN 0049; Uniforms to identify approved uniform items and placement of insignia.
- 6.3.1 Uniforms worn by officers and clothing worn in the line of duty by Plain Clothes Officers shall be cleaned at the expense of the Employer at a vendor chosen by the Employer.
- 6.3.2 Upon retirement, medical disability retirement, or other termination deemed appropriate by the Chief of Police, the employee shall be allowed to retain one (1) complete summer and winter uniform including jackets and a jumpsuit. All other Employer issued equipment shall be returned to the Employer.

ARTICLE 7 POLICE OFFICERS BILL OF RIGHTS

- 7.1 All employees shall be entitled to the protection of what shall hereafter be termed as the "Police Officer's Bill of Rights" which shall be added to the present Rules and Regulations of the Monroe Police Department. The wide-ranging powers and duties given to the department and its members involve them in all manner of contacts and relationships with the public. Of these contacts come many questions concerning the actions of members of the force. These questions often require immediate investigations by superior officers designated by the Police Chief. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated:
- 7.1.1 The employee shall be informed in writing of the nature of the investigation and whether he is a witness or a suspect before any interrogation commences, including the name, address and other information necessary to reasonably apprise him of the allegations of such complaint.
- 7.1.2 An interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigations dictate otherwise. When practical, interrogations shall be scheduled for the day time.
- 7.1.3 The interrogation shall not violate the individual's constitutional rights, which are afforded any citizen, regardless of occupational position and shall take place at the Monroe Police Department facility, except when impractical. The employee shall be afforded an opportunity and facilities to contact and consult privately with an attorney of the employee's own choosing and/or a representative of the Union before being interrogated. An attorney

of the employee's own choosing and/or a representative of the Union may be present during the interrogations, but may not participate in the interrogation except to counsel the employee.

- 7.1.4 The questioning shall not be overly long and the employee shall be entitled to such reasonable intermissions as they shall request for personal necessities, meals, telephone calls and rest periods.
- 7.1.5 The employee shall not be subjected to any offensive language, nor shall they be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain their resignation, nor shall they be intimidated in any other manner. Neither promises nor rewards shall be made as an inducement to answer questions.
- 7.1.6 No employee may be required to take or be subjected to any lie detector or similar test as a condition of continued employment.

ARTICLE 8 MISCELLANEOUS

- 8.1 **Education Reimbursement** - Employees may request education reimbursement pursuant to City Policy. In the event the Employer budgets for education reimbursement of employees, the employees will be notified as soon as practicable.
- 8.2 **Light Duty** - Bargaining Unit members will receive Light Duty per City Policy.
- 8.3 **Training** - Sergeants will be paid overtime for hours worked in excess of the scheduled number of work hours in the employee's normal work schedule, including mandatory department training and meetings, unless the sergeant is given fourteen (14) days' notice, in which case overtime for hours worked will be paid pursuant to the FLSA overtime threshold. An employee traveling to training will be compensated for any time spent in transit by automobile, bus or motorcycle from his/her point of origin (police station or home, whichever is closest to the destination) using the most direct route available. When traveling by plane, employees will be paid for their time in flight and travel to and from the airport.
- 8.4 **Unemployment Compensation** - The Employer shall continue to maintain a program of unemployment compensation which provides benefits equal to those provided certain employees by State Law.
- 8.5 **Personnel Manual** - The City of Monroe personnel policies and procedures shall apply to employees in the bargaining unit. Where there is a conflict between such policies and procedures and this Agreement, this Agreement shall govern. Any changes in policies and procedures applicable to employees in the bargaining unit which are mandatory subjects of bargaining shall be negotiated between the Employer and the Union. The Employer shall furnish the Union and each employee in the bargaining unit a copy of the Employer's policies and procedures.
- 8.6 **No Strikes** - Nothing contained in this Agreement shall permit or be construed to grant any employee or group of employees the right to strike or refuse to perform their prescribed duties. Violation of this Section may result in disciplinary action.
- 8.7 **Animal Control** - Law Enforcement Sergeants shall not be responsible for Humane Society control measure of a non-emergent nature.

8.8 **Management Rights** - Any and all rights concerned with the management and operation of the bargaining unit employment covered by this Agreement are exclusively that of the Employer unless otherwise provided by the terms of this Agreement. The right to hire, promote, discharge for just cause, improve efficiency, determine the work schedules and locations of department headquarters are examples of management prerogatives, the Employer shall retain its right to manage and operate its departments except as may be limited by the express provision of this Agreement. This Agreement shall not limit the right of the Employer to contract for services for any and all types.

8.9 **Layoff** – In the event of layoff, the following shall be the order in which employees are laid off:

- Any provisional, temporary or intermittent employees;
- Regular employees in the order of their date of promotion to Sergeant, the one with the least service laid off first. The seniority order of bargaining unit members as of the ratification of this Agreement is listed in Appendix B.

8.9.1 An employee designated for layoff may, at the employee's option, in lieu of layoff, accept a demotion to an Officer position.

8.10 **Recall** – The Employer is obligated to recall employees on layoff prior to filling open positions in any other manner. In the case of recall, those employees with the longest length of continuous service shall be recalled first. An employee on layoff must keep the Employer informed of the address and telephone number where the employee can be contacted. The employee shall have five (5) days in which to respond to recall. If, during a layoff, an employee's Washington State Police Officer certification lapses, that employee shall be recalled and provided with an opportunity to obtain recertification as required by the State, unless during the time of layoff the employee has committed an act that has prohibited them from carrying a firearm. The Employer shall have no obligation to recall an employee after the employee has been on continuous layoff for a period of one (1) year. Also, if an employee does not return to work when recalled, the Employer shall have no further obligation to recall the employee.

ARTICLE 9 **DISCIPLINE AND DISCHARGE**

9.1 The Employer shall not discharge nor suspend any employee without just cause. Disciplinary action shall be based on the seriousness of the situation and the relevant circumstances, up to and including immediate termination. Discipline less than termination shall include, but is not limited to, a written warning notice (reprimand or documented verbal warning) or suspension without pay. Verbal counseling and performance appraisals shall not be considered disciplinary action.

9.1.1 A written warning notice shall set forth the complaint against the employee and shall be presented to the employee with a copy forwarded to the Union.

9.1.2 Within twenty-one (21) calendar days after the Employer's discovery of an occurrence that may be grounds for discipline, the Employer shall notify the employee in writing, with a copy to the Union, of its intent to investigate the matter. Thereafter, disciplinary action (i.e. reprimands, suspension, demotion or discharge), to be considered valid, must be issued within forty-five (45) calendar days after the notice of intent to investigate is issued to the employee and the Union. A single thirty (30) day extension of the forty-five (45) day deadline will occur following a written notice from either the Employer or the Union (certified return receipt). Further extension of the seventy-five (75) day total investigatory period will not be unreasonably denied by the Union when requested. Disputes over the seventy-five (75) day timeline may be resolved through the grievance and arbitration provisions of this Agreement.

9.1.3 Disciplinary action shall remain in the employee's file for a period of three (3) years and given appropriate weight in subsequent personnel actions, which are appealable through the grievance procedure. The weight given by an arbitrator hearing an appeal shall take into consideration the severity of the incident(s) and whether there are any recurring incidents of a similar nature, including the length of time since the last incident occurred.

9.1.4 The timelines contained within Article 9 shall be suspended if there is a third party criminal investigation. Furthermore, investigator timelines may be waived in the event there is an acknowledgment of guilt and/or for the City and the Union to have settlement discussions.

9.2 **AVL Data** – The Employer has or will implement Auto Vehicle Locator (AVL) technology in its vehicles which are operated by bargaining unit employees. The Employer agrees that it will not review AVL data solely to generate any complaints against bargaining unit employees. AVL data may be used as evidence to support allegations of misconduct made against a bargaining unit employee by a known complainant or other investigations of employees where the use of such evidence is based upon reasonable suspicion. AVL data reviewed for the purpose of determining misconduct shall be limited to the incident in question. The Union agrees that in general, the AVL technology is valid for purposes of admissibility in a grievance hearing; however, the Union may challenge the reliability of the AVL evidence in specific instances. AVL data shall not be used to monitor or evaluate a bargaining unit employee's performance without having first received a substantially poor performance evaluation requiring a work improvement plan. AVL data, which is relevant to the areas identified as needing improvement, may be used while the bargaining unit employee is on a work improvement plan. If the AVL data is relevant to an investigation, prior to any interview of the accused, the data shall be provided to the bargaining unit employee and his/her representative. The bargaining unit employee shall be provided with a minimum of twenty-four (24) hours of time to review the data prior to commencing the interview.

9.3 **Body Cameras** – The City's intent is to implement the use of body cameras by police officers. The City shall not require Sergeants to wear body cameras. The parties have agreed to reserve their rights to bargain in the future with respect to any extension of the use of body cameras by members of the bargaining unit or implementation of a body camera program as part of the regular policies of the Department. The parties also agree:

1. Sergeants and Command staff are authorized to review relevant recordings any time they are investigating alleged misconduct or reports of meritorious conduct by police officers. Sergeants will receive training on how to access, view and interpret video as part of the implementation of the body-camera program for members of the Monroe Police Officers Guild. Sergeants and Command staff will follow approved policies in taking action on conduct appearing on relevant recordings.
2. In the event that a police officer's body camera captures a Sergeant engaged in misconduct, the parties agree that stand-alone policy violations that are comparable to category 3 of the PSU Manual shall not be the subject of discipline; however, they may result in undocumented counseling or an undocumented verbal warning.
3. The parties reserve their rights to bargain with respect to any application of the use of body cameras by members of the bargaining unit (Sergeants), including any requirement that members of the bargaining unit wear body cameras.

ARTICLE 10 GRIEVANCE PROCEDURE

10.1 A grievance shall be defined as an issue raised relating to the interpretation, application or claim of violation of any express terms or provisions of this Agreement. A grievance shall be filed at the lowest level of supervision where the supervisor can resolve the grievance, however, where practical, the employee will notify their first level supervisor of the filing of any grievance.

- 10.1.1 **STEP 1** - An employee and/or the Union, within ten (10) business days from knowledge of the occurrence of an alleged grievance (but in no event more than sixty (60) calendar days from the date of the occurrence), may bring said grievance to the attention of the Commander. The Commander shall make every effort to resolve the alleged grievance within ten (10) business days.
- 10.1.2 **STEP 2** - Should the Commander fail to resolve the alleged grievance within ten (10) business days, then the matter shall be referred to the Police Chief, who shall have an additional ten (10) business days to resolve the alleged grievance.
- 10.1.3 **STEP 3** - The Police Chief shall make every effort to resolve the alleged grievance within ten (10) business days. Should the Police Chief fail to resolve the alleged grievance within ten (10) business days, then the matter shall be referred to the Mayor, who shall have an additional ten (10) business days to resolve the alleged grievance. Should the Police Chief and the Mayor fail to resolve the matter, then the Union shall have the right to submit a demand for arbitration to the Employer.
- 10.1.4 **STEP 4** - The Employer and the Union shall immediately, upon the demand for arbitration, select an arbitrator to hear the dispute. If the Employer and the Union are unable to agree upon an arbitrator within ten (10) business days after receipt by the Employer for such demand for arbitration, the Union may request a list of nine (9) arbitrators from the Public Employment Relations Commission. After receipt of same, the parties involved shall alternately strike names, one at a time, until only one (1) name remains, who shall upon hearing the dispute, render a decision which shall be final and binding upon all parties. The Union will address grievance issues and follow up in a timely manner.
- 10.1.5 Business days shall be defined as Monday through Friday, excluding designated city holidays and City Hall closures.
- 10.1.6 The above timeframes may be extended by mutual agreement of the Employer and the Union.
- 10.1.7 The expense of the arbitrator, the cost of any hearing room and the cost of a shorthand reporter, unless such are paid by the State of Washington, shall be borne equally by the Employer and the Union. In resolving such matters, each party shall bear their costs of representation, including witness and attorney fees.
- 10.1.8 The final and binding step in resolving disputes regarding the interpretation or application of terms of this Agreement shall be grievance arbitration. Any issue processed as a grievance by an employee or the Union, the subject of which is unlawful discrimination on the basis of race, creed, color, religion, sex, age, national origin, marital status, sexual orientation, citizenship status, disability, or veteran status, may not also be processed in any other forum. Any issue processed in any other forum, including alleged unlawful discrimination, by an employee or the Union shall not be submitted to grievance arbitration. This is providing that jurisdiction is not refused when remedy is sought by the employee or the Union outside the grievance procedure and is intended to be consistent with an employee's rights within applicable law.
- 10.2 Nothing herein shall prevent an employee from seeking assistance from the Union or the Union from furnishing such assistance at any stage of the grievance procedure.

ARTICLE 11 SEPARABILITY AND SAVINGS

11.1 If any provision of this Agreement should be held invalid by operation of Law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provision.

ARTICLE 12 DURATION

12.1 This Agreement shall be effective on January 1, 2017 and shall remain in full force and effect through December 31, 2019.

Any changes in hours or working conditions from those previously in effect shall become effective upon the execution of this Agreement unless a specific, different effective date is indicated for a particular change.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL
EMPLOYEES AND DRIVERS LOCAL UNION NO.
763, affiliated with the International Brotherhood of
Teamsters

CITY OF MONROE, WASHINGTON

By Scott A. Sullivan
Scott A. Sullivan, Secretary-Treasurer

By Geoffrey Thomas
Geoffrey Thomas, Mayor

Date 3-13-17

Date 3/30/17

APPENDIX A
 by and between
 CITY OF MONROE, WASHINGTON
 and
 PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
 LOCAL UNION NO. 763
 (Representing the Law Enforcement Sergeants and Lieutenants)
 January 1, 2017 through December 31, 2019

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF MONROE, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

A.1.1 **Compensation** – The following wage schedule shall be in effect on January 1, 2017. Step increments A through E have then been calculated to establish five percent (5%) step increments as set forth in Section A.1.2.

A	B	C	D	E
\$7,270	\$7,632	\$8,013	\$8,415	\$8,836

Effective January 1, 2018, the 2017 wage schedule shall be increased by one hundred percent (100%) of that percentage increase in the "All Urban Consumers Index" (1967=100) for the Seattle-Tacoma-Bremerton Area for that period from June 2016 to June 2017, as is supplied by the Bureau of Labor Statistics, United States Department of Labor, with a minimum of two percent (2%) and a maximum of three percent (3%).

Effective January 1, 2019, the 2018 wage schedule shall be increased by one hundred percent (100%) of that percentage increase in the "All Urban Consumers Index" (1967=100) for the Seattle-Tacoma-Bremerton Area for that period from June 2017 to June 2018, as is supplied by the Bureau of Labor Statistics, United States Department of Labor, with a minimum/maximum of two percent (2%).

Notwithstanding Section A.1.8 of this Agreement, if, during the term of this Agreement, the percentage increase between Step E of the Monroe Police Officers Guild wage scale and Step A of this wage scale falls below four percent (4%), then the employees shall receive a reduction in the monthly premiums for medical insurance of one hundred percent (100%) for the calendar year in which the difference in scale falls below four percent (4%).

A.1.2 STEPS A to B, B to C, C to D, D to E are annual STEP increases effective each twelve (12) month period from the employee's anniversary date of hire. Step increments are established at five percent (5%).

A.1.3 The City may pay employees newly hired into this bargaining unit with previous experience at a rate of pay higher than Step A of the wage scale, but not greater than Step C.

A.1.4 **Education** – Effective January 1, 2017, an employee who has earned a degree in a field of study including police administration, political science, sociology, psychology, law, business administration, education, criminology or other fields of study approved by the Employer shall receive additional compensation as follows:

Degree:	Monthly Amount:
AA	2.5% of Base
BA/BS	5% of Base
MA	7% of Base

A.1.5 **Education Incentive** – Employees, who as of January 01, 1999 are receiving education

incentive pay, shall continue to receive such at the following rate unless they request and are qualified to receive education pay per Section A.1.4:

Name of Employee:	Fixed Monthly Amt:
Cindy Chessie	\$100.00

Employees hired after January 1, 1999 shall receive education pay per Section A.1.4.

A.1.6 **Certification Pay** – Employees who as of July 1, 2002 are receiving certification pay shall continue to receive such at the following rate unless they request and are qualified to receive education pay per Section A.1.4:

Name of Employee:	Fixed Monthly Amt:
Cindy Chessie	\$150.42
Rick Dunn	\$284.40
Brian Johnston	\$170.64

As certification has been mandated as a position job requirement, certification pay is not provided for any new Sergeant hired or promoted after October 1, 2002.

A.1.7 **Longevity** - Effective January 1, 2017, upon completion of the required time of service, employees shall be entitled to Longevity Pay as per the following schedule. Longevity shall be based on the employee's date of hire on full-time service, to become effective with the beginning of the pay period following completion of the required service time.

Years of Employment:	Monthly Amount:
5	1% of Base
10	2% of Base
15	3% of Base
20	4% of Base

A.1.8 **Health Insurance** – Effective January 1, 2017 the Employer shall pay each month into the following employee benefit plan the amount indicated, on behalf of each regular employee as defined in Section 1.1.1 who was compensated eighty (80) hours or more in the month preceding the month in which the contribution is due.

2017 Benefit Plan:	Monthly:
Washington Teamsters Welfare Trust Plan A	\$1,367.40
Monthly Total	\$1,367.40

Effective January 1, 2017, the employees' share shall be five percent (5%) of the monthly premium for Washington Teamsters Welfare Trust Plan A, unless the provision concerning medical insurance premiums in A.1.1 is triggered. Employee premiums shall be by pre-tax payroll diversion to the extent it's allowable under the Law. The Employer will pay premiums to the Trust during the term of the Agreement. This Section of the contract will be reopened if the cost increase in any year exceeds fifteen percent (15%) of the premium.

Affordable Care Act Excise Tax: The parties agree to bargain in good faith to provide employees with a health-insurance package that provides comparable coverage at an equivalent total cost of compensation to that which the parties have bargained for in the Agreement, but which shall not trigger payment by the Employer of any excise tax. If the Affordable Care Act is repealed by the U.S. Congress, including the excise tax provision, this language shall not apply to any other tax or fee that may be included in any new legislation on health insurance adopted by Congress.

2017 Benefit Plan:	Monthly:
Washington Teamsters Welfare Dental Plan A	\$130.50

Washington Teamsters Vision Plan – Extended Benefit	\$14.90
Monthly Total	\$145.40

The Employer will pay one hundred percent (100%) of the Premium for the term of the Agreement.

A.1.9 **Retiree's Welfare Trust** - Effective January 1, 2017, the Employer shall contribute the following amount into the Retiree's Welfare Trust.

Benefit Plan 2017:	Monthly:
Washington Teamsters RWT Plan "Plus"	\$94.85

The Employer will pay premiums for the term of this Agreement at one hundred percent (100%).

A.1.10 **Life Insurance** - The Employer shall pay one hundred percent (100%) of the premium to cover a Life Insurance Plan of at least fifty thousand dollars (\$50,000).

A.1.11 **Deferred Compensation** – Effective January 1, 2017, the Employer will make available a deferred compensation plan for each employee and will pay one percent (1%) into the plan for each employee. In the event the Employer changes providers from ICMA to another provider, such change shall maintain a substantially similar level of benefits and costs offered to employees.

A.1.12 **Long Term Disability** – Effective January 1, 2017, the Employer will pay one hundred percent (100%) of the cost for a Long-Term Disability Plan for each employee.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL
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CITY OF MONROE, WASHINGTON

By Scott A. Sullivan
Scott A. Sullivan, Secretary-Treasurer

By Geoffrey Thomas
Geoffrey Thomas, Mayor

Date 3-13-17

Date 3/30/17

APPENDIX B
 by and between
 CITY OF MONROE, WASHINGTON
 and
 PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
 LOCAL UNION NO. 763
 (Representing the Law Enforcement Sergeants and Lieutenants)

January 1, 2017 through December 31, 2019

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF MONROE, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

As of the effective date of this Agreement, the Employer and the Union agree that seniority of employees is based on the date of promotion into a supervisory position, and that the seniority of members currently in the bargaining unit is as follows

Name	Seniority Date
1. Johnston, Brian A.	9/15/93
2. Dunn, Richard A.	10/01/97
3. Chessie, Cindy L.	7/19/01
4. Clopp, Gary S.	6/01/05
5. Irving, Ryan T.	4/13/09
6. Ryan, Paul C.	12/31/13

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL
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CITY OF MONROE, WASHINGTON

By Scott A. Sullivan
 Scott A. Sullivan, Secretary-Treasurer

By Geoffrey Thomas
 Geoffrey Thomas, Mayor

Date 3-13-17

Date 3/30/17

ADDENDUM
by and between
CITY OF MONROE, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Law Enforcement Sergeants and Lieutenants)

January 01, 2017 through December 31, 2019

THIS ADDENDUM is entered into by and between the City of Monroe, hereinafter referred to as the "Employer," and Public, Professional & Office-Clerical Employees and Drivers Local Union No. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union." This ADDENDUM shall become effective upon signing and attached to and become part of the Collective Bargaining Agreement between the Employer and Union.

WHEREAS, new employees enter into a position covered under the Collective Bargaining Agreement between the Employer and Union, and

WHEREAS, an employee entering into such position covered by the Collective Bargaining Agreement requires enrollment and participation in health care plans provided through Washington Teamsters Welfare Trust; and

WHEREAS, Washington Teamsters Welfare Trust has an entry lag month, the entering of such health care coverage may create a one (1) month period of time in which no health care coverage can be provided; and

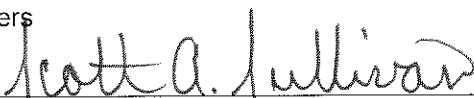
WHEREAS, the parties have an interest in ensuring that continuous health care coverage is provided to employees;

THEREFORE; the EMPLOYER and UNION enter into the following conditions.

- 1) Whenever a new employee (or current employee) enters into a position covered by the Washington Teamsters Welfare Trust, and where the employee would otherwise have a one- (1-) month gap in coverage under the Washington Teamsters Welfare Trust due to the Trust's lag month eligibility rules, the Employer shall be required, (with its initial payment to the Washington Teamsters Welfare Trust only) to make a double premium contribution for health care coverage to pay for the normal initial month of coverage provided by the Trust as well as the preceding lag month which is not normally covered during an employee's eligibility period when enrolling in health care coverage provided under the Washington Teamsters Welfare Trust.
- 2) For the purposes of premium cost sharing, the employee shall be responsible for his/her portion of the premium as set forth in the Collective Bargaining Agreement, excluding the month in which the double premium contribution is made. The Employer shall pay the entire premium of the second (2nd) contribution.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL
EMPLOYEES AND DRIVERS LOCAL UNION NO.
763, affiliated with the International Brotherhood of
Teamsters

By


Scott A. Sullivan, Secretary-Treasurer

Date

3-13-17

CITY OF MONROE, WASHINGTON

By


Geoffrey Thomas, Mayor

Date

3/30/17